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Collective Bargaining Agreements

12-15-1937

Retail Fruit Dealers' Association Inc. and Retail Fruit and Vegetable Clerks' Union, Retail Clerks International Protective Association, Local 1017 (1937)

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**Retail Fruit Dealers' Association Inc. and Retail Fruit and Vegetable Clerks' Union,
Retail Clerks International Protective Association, Local 1017 (1937)**

Location

San Francisco, CA

Effective Date

12-15-1937

Expiration Date

11-9-1938

Number of Workers

450

Employer

Retail Fruit Dealers' Association Inc.

Union

Retail Fruit and Vegetable Clerks' Union, Retail Clerks International Protective Association

Union Local

1017

NAICS

44

Sector

Private

Item ID

6178-009b130f020_05

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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WORKING AGREEMENT



THIS AGREEMENT, made and entered into this 15th day of December, 1937, between RETAIL FRUIT AND VEGETABLE CLERKS' UNION No. 1017, R. C. I. P. A., Party of the First Part, known as the Employee, and RETAIL FRUIT DEALERS' ASSN., INC., OF S. F., Party of the Second Part, known as the Employer.

WITNESSETH:

In consideration of the premises, agreements, and covenants to be kept and performed by the parties to this agreement, they do hereby mutually agree as follows:

SECTION I. HIRING AND FIRING.
The Employer shall employ and hereby agrees to employ (as both regular and extra employees) only members of the Union in good standing. Any Union apprentice or clerk sent to work by the Union office for steady employment, shall receive at least a one day period in which to prove his worth to the Em-

ployer. However, in the event the said Union cannot meet the request of the Employer for a satisfactory employee, the employer may hire a person not affiliated with the Union, but in full and complete compliance with the following rules which the parties hereto mutually agree hereby to abide by:

(a) The Employer shall notify the Union of the employment of said person within forty-eight (48) hours from the time of his said employment, and at the same time the Employer shall notify said person to report to the Union office within seventy-two (72) hours from the time of his said employment.

(b) The Employer shall discharge said person so employed if said person so employed shall not have made his application for admittance to membership in the Union within seventy-two (72) hours from the time of his said employment (no application for membership will be accepted by the Union unless twenty (20) per cent of the initiation fee shall be given to the Union by said person as a deposit on same.

(c) The Employer shall discharge said person so employed if said person shall not have become a member of the Union in good standing within thirty (30) days from the date of his said employment.

(d) The Employer shall pay to said person so employed during the period said person is not a member of the Union the regular Union wage provided for in this agreement for the class of work performed, and the employee shall live up to the agreement during this period.

SECTION II. DISCRIMINATION AND SUSPENSION.

(a) The Employer shall, and hereby agrees, not to discriminate against any employee or discharge him because of his membership in said Union, or affiliation with the American Federation of Labor and/or for upholding Union principles.

(b) Employees shall perform their work in a good workmanlike manner as directed by the Employer. Nothing contained in this contract shall limit the right of the Employer to discharge an employee

for just cause. The Employer shall notify the office of the Union within twenty-four (24) hours of any discharge case.

(c) When any member of the Union is suspended or expelled from the Union, the Employer shall and hereby agrees to discharge such suspended or expelled member within three (3) days after receiving due notice from the Union of such action taken against such member.

✓ (d) Any matter of controversy over any discharge shall first be investigated by the representative of the Union, and an effort shall first be made by him and the employer to adjust the matter. If such adjustment shall not have been made within the one (1) day period of investigation, then it shall be adjudged as stated in SECTION IX of this agreement.

SECTION III. WORKING HOURS.

(a) No member of the Union shall be required to or shall work more than fifty-four (54) hours per week; it being understood that the said fifty-four (54) hours per week shall be and constitute a working week,

and that all wages fixed herein by this contract are so fixed upon the basis of a fifty-four (54) hour week; a day's work shall consist of nine (9) hours, said nine (9) hours to be worked within ten (10) consecutive hours, with one (1) hour off for lunch, and that said fifty-four (54) hours constituting a weeks work shall in all events be worked within six (6) days; except that fifteen (15) minutes be allowed for cleaning up only after the nine (9) hour basic day is completed.

(b) The managers hours shall be nine (9) hours out of ten (10) consecutive hours, with one (1) hour to be taken for lunch. There shall be allowed but one (1) manager to each establishment.

(c) Starting time for all Union employees shall be no earlier than 7 A. M., provided however, that buyers shall be allowed to commence their basic day earlier than 7 A. M. for the sole purpose of market buying, no store work to be performed before 7 A. M.

(d) The Employers agree to have a weekly schedule of starting

time for all employees, and this schedule shall continue in effect until a new weekly schedule of starting time is submitted to the Union.

(e) At such time as the grocery stores of San Francisco shall be closed on Sundays or the grocery clerks do not work on Sunday, the same condition shall prevail in the Fruit and Vegetable Stores of San Francisco and for the Fruit and Vegetable Clerks.

(f) The following holidays shall be granted without reduction of pay: New Year's Day, Christmas Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Admission Day when it is celebrated in San Francisco. When any of the above holidays fall on a Sunday, they shall be observed the following Monday.

(g) Overtime work shall be allowed solely for regular employed clerks and apprentices and they shall be limited to one hour overtime on Friday, Saturday, and the day before holidays. Managers are allowed overtime daily. All overtime

must be paid at the regular overtime rate. All overtime must be included in the weekly schedules as of SECTION III., paragraph (d).

SECTION IV. SCHEDULE OF WAGES.

	A week Minimum
(a) Manager	\$36.00
Clerk	28.50
Apprentice	21.00

	A day Minimum
Extra Clerk	5.50
Extra Apprentice	4.00
Extra Help (Quarterly working card)	3.50

(b) Not more than one (1) apprentice shall be allowed to every three (3) clerks or major fraction thereof.

(c) Regular clerks and apprentices shall not receive less than five (5) days pay per week.

(d) Extra help (quarterly working permit holders) shall not work more than one (1) day per week,

Saturday being the only day they shall be allowed to work, provided however, that they may also work on the day preceding Holidays as of this agreement.

(e) Overtime shall be paid at the rate of time and one-half.

(f) Any one affiliated with this union in any way that reports for work in the morning shall receive a full days pay, if he proves as represented by the Union, and is in fit condition.

(g) It is herewith understood and agreed that not withstanding such schedule of minimum wages any and all employees now receiving a wage higher than that indicated in said schedule of wages for the particular class of work performed shall not have their wages reduced on account of the operation of this agreement. It being further understood that the same is applicable to all employees who are allowed and receive other remunerations in addition to their regular salaries.

SECTION V. WORKING EQUIPMENT.

(a) Whenever the employer de-

mands the wearing of a uniform and/or head covering, same shall be paid for and laundered and cleaned by the employer, and it shall be required by both parties hereto that all such apparel shall bear the union label unless the same is not available, and the laundering of the same shall be done by union help.

(b) The Employer shall furnish all necessary equipment which he desires his employees to have.

(c) Every establishment must have conveniently located on its premises a first aid kit.

SECTION VI. MISCELLANEOUS.

(a) No employee shall unload, handle, or sell any merchandise delivered to his establishment by a non-union driver or helper.

(b) The Union representative shall have the right to enter any establishment and question the employees as regards to Union business during business hours, and all remunerative Union business such as collections, etc., shall be dispatched as promptly as possible.

(c) The Union representative shall have the right to investigate the payroll books of the Employer

relating to members of this Union in case of a dispute over wages.

(d) No night store meeting shall be held on the night of regular meetings of this Union.

SECTION VII. RECOGNITION.

The Employer agrees that there shall be but one (1) employer in each store or group of stores. The Union agrees that this one Employer may do such work as necessary in the conduct of his business. All other persons performing work under the jurisdiction of this Union shall be members of this Union and shall be governed by the provisions of this agreement.

SECTION VIII. STORE CARDS.

The Union agrees to loan the Employer.....Union store cards the property of and issued by the Retail Clerks International Protective Association, for the period this contract shall be in full force and effect, provided however, that the Employer agrees to surrender said Union store cards so loaned to him as aforesaid upon the expiration of this agreement, or upon demand made upon him by the Union.

SECTION IX. GRIEVANCE.

In the event of a dispute arising over any of the terms or provisions of this agreement the matter shall be referred to representatives of the parties for the purpose of an adjustment of such dispute or grievance, each party to appoint two (2) representatives, a majority of whom shall be required to render a decision. In case of the failure of the representatives to reach a decision the parties shall agree upon the appointment of a fifth representative or umpire who shall be a competent and disinterested person who shall have the deciding vote on the matter at issue. The award when made, shall be retroactive to the date when the complaint was first submitted by the Union to the Employer, and shall be final and binding upon all concerned. The expense of the fifth member of the board and all incidental expenses to arbitration which are ordered by the Board shall be borne jointly by both parties to this agreement.

SECTION X. PICKET LINE.

The refusal of members of Local 1017 to pass through picket lines

which are authorized by the San Francisco Labor Council shall not be recognized as a breach of this contract.

SECTION XI. DURATION.

This agreement shall be in effect until November 9, 1938. It shall continue in effect after that date unless thirty (30) days notice is given by either the signed association or firm, or Retail Fruit and Vegetable Union, Local 1017, that any change is desirable in said agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 15th day of December, 1937.

Signed for the RETAIL FRUIT
AND VEGETABLE CLERKS
UNION, party of the first part.

ALLEN M. BRODKE,

Financial Secretary

HENRY SAVIN,

Business Agent

Signed for the RETAIL FRUIT
DEALERS' ASSN. INC. OF
S. F., party of the second part.

JOSEPH D. DELUCCHI,

Secretary

DAVID BIRNBAUM,

President

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

Sec'y of Retail Clerks' Int'l
Protective Ass'n #1017
c/o Central Labor Union
2940 Sixteenth Street
San Francisco, California

March 15, 1938

My dear Sir:

We have in our files a copy of your agreement with the Retail Fruit Dealers' Association which expired November 9, 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Retail Fruit Dealers Assn, Inc of S. F.
(If more than one employer, please list on reverse side)

Number of companies covered by agreement 200

Number of union members working under terms of agreement 450

Number of non-members working under terms of agreement 00

Branch of trade covered Fruit + Vegetable

Date renewed Dec 15th 1937 *retro-active to Nov 9* Date of expiration Nov. 9, 1938

Please check here if you wish the agreement returned _____

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.